



IT IS ORDERED as set forth below:

Date: August 6, 2020

A handwritten signature in black ink, appearing to read "W. Homer Drake", is written over a horizontal line.

**W. Homer Drake
U.S. Bankruptcy Court Judge**

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION

IN RE:)	
)	BANKRUPTCY CASE
SCOTT WAYNE SUMMEY,)	
)	NO. 18-11040-WHD
Debtor.)	

LAKEVIEW LOAN SERVICING LLC,)	CONTESTED MATTER PROCEEDING
)	
Movant.)	CHAPTER 13
vs.)	
)	JUDGE: W. HOMER DRAKE
SCOTT WAYNE SUMMEY,)	
MELISSA J. DAVEY, Trustee,)	
)	
Respondents.)	
)	

CONSENT ORDER ON MOTION FOR RELIEF FROM STAY

The above styled Motion having been set down for a hearing before the Court on July 16, 2020, upon Notice of Assignment of Hearing to each of the above-captioned parties in interest, and it appearing to the Court that the parties consent hereto;

IT IS HEREBY ORDERED that the Motion for Relief from Stay with respect to 391 Mill Pond Xing Apt A2, Carrollton, Georgia 30116-7591 (the "Property") is denied, as the parties herein agree that the interest of Movant is adequately protected by payment and performance as more particularly set forth hereinafter.

FURTHER ORDERED that the post-petition arrearage through July 16, 2020, totals \$4,287.89, including one (1) payment of \$902.33, two (2) payments of \$852.28 each, Bankruptcy POC and plan review fee balance of \$650.00, filing fees of \$181.00 and reasonable attorney's fees of \$850.00.

This arrearage shall be paid as follows:

Debtor shall receive credit for the sum of \$605.78 in their suspense account. Beginning August 1, 2020, Debtor shall resume timely remittance of the regular monthly mortgage payments. Beginning August 15, 2020, Debtor shall pay an additional \$613.69 per month, for five (5) months and one (1) final payment of \$613.66 or until the arrearage is cured. Payments should be sent to M & T Bank, Bankruptcy Department, Attn: Payment Processing, One Fountain Plaza, 7th Floor, Buffalo, NY 14203, or to such address as may be designated.

FURTHER ORDERED that should Debtor default in payment of any sum specified herein, or in any regular monthly mortgage payments which come due according to Movant's Note and Deed for a period of nine (9) months from the date of entry of this Order, then upon notice of default sent by first class mail to Debtor and Debtor's attorney, and failure of Debtor to cure such default within ten (10) days from the date of receipt of such notice, Movant may file a motion and affidavit of default with the Court, with service upon Debtor and Debtor's attorney, and the Court may enter an Order modifying the automatic stay, without further notice or hearing.

FURTHER ORDERED that any remaining amounts unpaid under this Order at the time Debtor receive a discharge or this case is dismissed or closed, shall become due in full, and the repayment terms of this Order shall no longer be binding.

FURTHER ORDERED that upon completion of any foreclosure sale, any funds in excess of the amount due to Movant under its Note and Security Deed, and to any subordinate

lienholder(s) properly entitled to receive proceeds under applicable State Law, shall be paid to the Trustee for the benefit of the Estate.

FURTHER ORDERED that in the event the Debtor default in performance of this Order and the Court enters an Order modifying the automatic stay, the Trustee shall cease funding the balance of Movant's pre-petition arrearage claim and supplemental claim, if any.

FURTHER ORDERED that Movant, at its option, is permitted to contact the Debtor via telephone or written correspondence regarding potential loss mitigation options pursuant to applicable non-bankruptcy law, including loan modifications, deeds in lieu of foreclosure, short sales and/or any other potential loan workouts or loss mitigation agreements. The entry of this Order does not absolve the Debtor of the duty to file any necessary pleadings, amendments, or plan modifications that may be required with regard to such a loan modification.

END OF DOCUMENT

CONSENTED TO BY:

/s/A. Michelle Hart Ippoliti
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(Signatures continued on the next page)

NO OPPOSITION:

/s/ Jason L. Rogers

(by A. Michelle Hart Ippoliti with express permission)

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